# CITY OF NEWTON PURCHASING DEPARTMENT

## CONTRACT FOR PUBLIC WORKS DEPARTMENT

## **PROJECT MANUAL:**

SNOW PLOWING, SANDING, SALTING OF ROADWAYS, PARKING LOTS, WALKWAYS, STAIRWAYS, ETC.

**(14 ZONES)** 

**INVITATION FOR BID #14-13** 

Pre-Bid Meetings (2): August 21 & 22, 2013 at 8:30 a.m. in front of the Newton Free Library, 330 Homer Street (Parking Lots, Walkways, Stairways, Etc.)

Pre-Bid Meeting: August 22, 2013 at 1:00 p.m. (Roadways) Bid Opening Date: August 29, 2013 at 10:00 a.m.

**AUGUST 2013** 

Setti D. Warren, Mayor

#### **CITY OF NEWTON**

## PROJECT MANUAL TABLE OF CONTENTS SNOW PLOWING, SANDING, SALTING OF ROADWAYS, WALKWAYS, STAIRWAYS, ETC. (14 ZONES)

		Page #
Cover I Table o	Page of Contents	1 2
<u>Part 1 -</u>	Bidding Documents, Contract Forms, and Conditions of the Contract	
1.	- Invitation for Bid	3
2.	- Instructions to Bidders	4-6
3.	- Bid Form	7-9
	<ul> <li>Bidder's Qualifications &amp; References Form</li> </ul>	10-11
	<ul> <li>Certificate of Non-Collusion</li> </ul>	12
	<ul><li>Debarment Letter</li></ul>	13
	■ IRS Form W-9	14
	■ Bid Requirements	15
	■ Bid Form – Zone 1	16-19
	■ Bid Form – Zone 2	20-23
	■ Bid Form – Zone 3	24-27
	■ Bid Form – Zone 4	28-31
	■ Bid Form – Zone 5	32-35
	■ Bid Form – Zone 6	36-39
	■ Bid Form – Zone 7	40-43
	■ Bid Form – Zone 8	44-47
	■ Bid Form – Zone A	48-51
	■ Bid Form – Zone B	52-55
	■ Bid Form – Zone C	56-59
	■ Bid Form – Zone D	60-63
	■ Bid Form – Zone E	64-67
	■ Bid Form – Zone F	68-71
4.	- Contract Terms & Specifications	72-83
5.	- Contract Forms (Informational only. Not required at time of bid submittal)	84
	<ul> <li>City - Contractor Agreement</li> </ul>	85-87
	<ul> <li>Certificate of Authority - Corporate</li> </ul>	88
	<ul> <li>Certification of Tax Compliance</li> </ul>	89
	<ul> <li>Schedule of Trucks and Equipment for Snow Plowing Services</li> </ul>	90

- Appendix A Route Maps for Snow Plowing and Snow Equipment Assignment Forms
- Plowing Performance Report

Part 2 – Separate File

- Snow Plowing and Hauling Incidental to Plowing Rates

#### **END OF SECTION**

62 pages

#### CITY OF NEWTON PURCHASING DEPARTMENT INVITATION FOR BID #14-13

The City of Newton invites sealed BIDS from CONTRACTORS for:

Snow Plowing, Sanding, Salting of Roadways, Walkways, Stairways, Etc. (14 ZONES)

Pre-Bid Meetings (2): 8:30 a.m., Wednesday and Thursday, August 21 & 22, in front of the Newton

Free Library, 330 Homer Street (Parking Lots, Walkways, Stairways, Etc.)\*

Pre-bid meeting will be held at: 1:00 p.m., Thursday, August 22, 2013, Newton City Hall, Room 204 (Roadways)

Bids will be received until: 10:00 a.m., Thursday, August 29, 2013

\*The pre-bid meetings are not mandatory. Contractors bidding on Parking Lots, Walkways, Stairways, Etc. may attend either of the two prebid meetings, one for Zones B, E & F (August 21) and one for Zones A, C & D (August 22); vendors bidding on Roadways may attend the one Roadways meeting. Contractors bidding on Parking Lots, Walkways, Stairways, Etc. and Roadways may attend both pre-bid meetings. See additional information on the Parking Lots, Walkways, Stairways, Etc. pre-bid meetings at p. 73 below. Immediately following the deadline for bids the bids received will be publicly opened and read aloud.

Contract Documents will be available online at: <a href="www.newtonma.gov/bids">www.newtonma.gov/bids</a> after 10:00 a.m. August 15, 2013.

The City offers a minimum annual guarantee for each individual zone (Zone) as provided in the Contract Terms and Specifications.

The contract term shall be for one (1) year, the term shall run from **September 1, 2013** through **August 31, 2014**. In addition, the City, at its sole discretion, shall have the **option to extend** the contract for **two additional one year terms**, at the prices stated in the Contractor(s)'s bid. In order to exercise its options the City will notify the Contractor(s), in writing, no later than the July 1<sup>st</sup> preceding the commencement of an additional term.

If bidders wish to propose a bid on any of the 14 Zones available, they must enter a bid for each line item within each Zone for which they are submitting a bid, and for each YEAR within that Zone. Multiple contracts may result from this IFB as contracts will be awarded on a per Zone basis for General Snow Plowing/Shoveling Services. **Surety is not required with this bid.** 

Bids must be submitted with one original and one copy. The successful proposer(s) will be required to furnish a **Performance Bond** in the amount of 100% of the contract total.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snow plow services. Interested vendors should take note that the provisions of the bidding laws, including M.G.L. c. 30B, DO NOT APPLY to this Invitation For Bids (IFB). In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive IFB. The City also reserves the right to engage in negotiations with Contractor(s) after the bids are opened, and to award contract(s) to bidders that may not have offered the lowest price, if it is determined to be in the best interest of the City to do so.

The City of Newton will be the sole judge of whether or not a bid meets the criteria of this IFB, and its decision shall be final. The City of Newton will be the sole judge of whether or not a particular bid has the highest value for the City of Newton compared to other bids based on the selection criteria, and its decision shall be final.

It is the sole responsibility of the Contractor(s) downloading bids from <a href="www.newtonma.gov/bids">www.newtonma.gov/bids</a> to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the City's website and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> with your NAME, ADDRESS, PHONE, FAX AND REQUEST FOR BID NUMBER. Any questions regarding this bid must be submitted in writing and either faxed or emailed to the Chief Procurement Officer (617) 796-1227.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read Chief Procurement Officer

August 15, 2013

#### **CITY OF NEWTON**

#### **DEPARTMENT OF PURCHASING**

#### INSTRUCTIONS TO BIDDERS

#### ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
  - 1. The Bidder has read and understands the Bidding Documents, Contract Forms, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  - 2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

#### ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, August 23, 2013 at 12:00 noon.**
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at <a href="https://www.newtonma.gov/bids">www.newtonma.gov/bids</a>.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and INVITATION FOR BID #14-13.

#### **ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City. Bids are solicited for three years' prices for fourteen (14) zones, the bid for each Zone taking account of different levels of snowfall. The numerical zones (Zones 1 through 8) are for Snow Plowing, Sanding, Salting of Roadways; letter zones (Zones A through F) are for Parking Lots, Walkways, Stairways, Etc. Bidders may bid on any and all Zones. The City will award a separate contract for each Zone.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submisssion date. Be advised that to the extent permitted by the law the City will retain all bid deposits for wityhdrawn bids.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside as follows:
  - \* GENERAL BID FOR: #14-13
  - \* NAME OF PROJECT: Snow Plowing, Sanding, Salting of Roadways, Walkways, Stairways, Etc.
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.8 Bids shall be submitted with one **original** and one **copy.**
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
  - 1. This requirement will apply to any general bid or sub bid submitted.
  - 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  - 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

#### **ARTICLE 5 - ALTERNATES**

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award as few as one and as many as fourteen contracts to the lowest responsive and responsible Bidder that the City deems most advantageous for each zone within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
  - 7.2 The City reserves the right to waive any informality in or to reject any or all Bids if it be in the public interest to do so.
  - 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
  - As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
  - 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
  - 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### **ARTICLE 8 - TAXES**

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### END OF SECTION

#### **CITY OF NEWTON**

#### DEPARTMENT OF PURCHASING

#### **BID FORM #14-13**

A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

## Snow Plowing, Sanding, Salting of Roadways, Walkways, Stairways, Etc. (14 ZONES)

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

Contractor agrees to furnish all labor and materials for the estimated contract price(s) specified below, subject to additions and deductions, and according to the Terms and Specifications as provided herein. Contractor may bid on any individual Zone or more than one Zone.

The prices listed on this Bid Summary Form shall only apply to General Snow Plowing/Shoveling Services. In the event the Commissioner of Public Works, or his designee calls a Limited Snow Plowing Operations Contractor(s) shall be paid an hourly rate as itemized in Appendix "C".

"Limited Snow Plowing Operations" is defined at p. 72 below.

The Total Cost for each year shown on the Bid Form shall be the Zone Total calculated on each related Price Bid Form that follows, for which the Contractor(s) wishes to provide BID(S).

THIS SPACE LEFT BLANK INTENTIONALLY

#### C. The proposed contract price(s) is:

Grand Totals (Years 1, 2 & 3 for each individual Schedule Bid Form shall be entered here.)

	2013-2014 Total Cost	2014-2015 Total Cost	2015-2016 Total Cost	3 Year TOTAL
Zone 1:	\$	\$	\$	\$
Zone 2:	\$	\$	\$	\$
Zone 3:	\$	\$	\$	\$
Zone 4:	\$	\$	\$	\$
Zone 5:	\$	\$	\$	\$
Zone 6:	\$	\$	\$	\$
Zone 7:	\$	\$	\$	\$
Zone 8:	\$	\$	\$	\$
Zone A:	\$	\$	\$	\$
Zone B:	\$	\$	\$	\$
Zone C:	\$	\$	\$	\$
Zone D:	\$	\$	\$	\$
Zone E:	\$	\$	\$	\$
Zone F:	\$	\$	\$	\$

Company:	
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- D. The undersigned has completed and submits herewith the following documents:
  - O Worksheets for Schedule A, B1, B2, C, D & E Sheets, 24 pages
  - O Signed Bid Form, 2 pages
  - O Bidder's Qualifications & References Form, 2 pages
  - O Certificate of Non-Collusion, 1 page
  - O Debarment Letter, 1 page
  - O IRS Form W-9, 1 page

E.	Prompt Payment Discounts. Bidder may be issued earlier than the gener discounted prices. Discounts will n	al goal of with	in 30 days of receipt of the inv		S
	Prompt Payment Discount	%	Days		
	Prompt Payment Discount	%	Days		
	Prompt Payment Discount	%	Days		
F.	The undersigned agrees that, if selected holidays excluded, after presentation the and furnish a performance bond, from a satisfactory to the City of Newton and exbe paid by the general contractor and are The undersigned further certifies under a collusion or fraud with any other person venture, partnership, corporation or other that the said undersigned is not presently provisions of M.G.L. Chapter 29, Section General Laws or any rule or regulation process.	ereof by the Ci surety comparach in the sum e included in the the penalties of. As used in the business or ly debarred from on 29F or any co	ety of Newton, execute a contract y qualified to do business under not less than 100% of the contract price.  Ferjury that this bid is in all refise paragraph the word "person" egal entity. The undersigned for public contracting or subcontracting applicable debarment proving the pr	ct in accordance with the terms of this beer the laws of the commonwealth and tract price, the premiums for which are tespects bona fide, fair and made withou' shall mean any natural person, joint further certifies under penalty of perjury tracting in the Commonwealth under the	t
	Date	<u></u>	Name of General Bidder)	<del></del>	
		·	Y:		
		(I	Printed Name and Title of Signa	atory)	
		(1	Business Address)		

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

(E-mail address)

(Telephone)

(City, State Zip)

(FAX)

**END OF SECTION** 

#### **CITY OF NEWTON**

## BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

_	FIRM NAME:
V	WHEN ORGANIZED:
Ι	NCORPORATED? YES NO DATE AND STATE OF INCORPORATION:
I	S YOUR BUSINESS A MBE?YESNO WBE?YESNO or MWBE?YES
	LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANT DATE OFCOMPLETION:
_ _ _	
_	HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO F YES, WHERE AND WHY?
	HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO IF YES, PROVIDE DETAILS.
_ _ L	LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:
_ _ _	
_ _ _	
F	N THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACT BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.
	PROJECT NAME:
•	OWNER:

		DATE COMPLETED:
PUBLICLY BID?	YES N	0
TYPE OF WORK?:		
CONTACT PERSON: _		TELEPHONE #:)
CONTACT PERSON'S I	RELATION TO PROJECT?: _	
	(i	i.e., contract manager, purchasing agent, etc.)
	<del></del>	
PROJECT NAME:		
OWNER:		
CITY/STATE:		
DOLLAR AMOUNT: \$		DATE COMPLETED:
PUBLICLY BID?	YES N	0
CONTACT PERSON:		TELEPHONE #: ()
		i.e., contract manager, purchasing agent, etc.)
DDOJECT NAME.		
OWNER:		
CITT/STATE:		DATE COMPLETED
		DATE COMPLETED:
	YESN	
		TELEPHONE #: ()
CONTACT PERSON'S		i.e., contract manager, purchasing agent, etc.)
	(1	i.e., contract manager, purchasing agent, etc.)
PROJECT NAME:		
CITY/STATE:		
DOLLAR AMOUNT: \$		DATE COMPLETED:
PUBLICLY BID?	YES N	0
TYPE OF WORK?:		
		i.e., contract manager, purchasing agent, etc.)
requests any person, firm		and herein is complete and accurate and hereby authorizes and my information requested by the City in verification of the recitals desperience.
DATE:	BIDDER:	
SIGNATURE:		
PRINTED NAME:		TITLE:

**END OF SECTION** 

10.

### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that the submitted in good faith and without collusion or fraud with mean any natural person, business, partnership, corporation individuals.	th any other person. As used in this certificati	on, the word "person" shall
	(Signature of individual)	
	Name of Business	

City of Newton



Purchasing Department
Nicholas Read @ Chief Procurement Officer
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone (617) 796-1220 Fax: (617) 796-1227 TDD/TTY (617) 796-1089

Marian	
Mayor Setti D. Warren	
Sour B. Warren	
Date	
Vendor	
	•
Dolomesont Lotton for Invitation For Did #	
Re: Debarment Letter for Invitation For Bid #	
As a potential vendor on the above contract, the City required	uires that you provide a debarment/suspension certification
indicating that you are in compliance with the below Fed	
completing and signing this form.	·
Debarment:	
	nd Suspension" requires that all contractors receiving
individual awards, using federal funds, and all sub-re	cipients certify that the organization and its principals are
	eclared ineligible, or voluntarily excluded by any Federal
department or agency from doing business with the F	ederal Government.
I hereby certify under pains and penalties of perjury	that noither I per any principal(s) of the Company
identified below is presently debarred, suspended, a	
voluntarily excluded from participation in this transa	
voidinarily excitation for the participation in this trained	odon by any rodonal department of agency.
•	(Name)
	(Company)
	(Address)
	(Address)
	PHONE FAX
	EMAIL
	Cianatura
	Signature
	Date
	Date
If you have questions, please contact Nicholas Read, Chi	lef Procurement Officer at (617) 796-1220.
	·

# Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service

#### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

κi					
on page	Business name, if different from above				
or type ructions		tnership) 🟲	0050000	X Exempt payee	
Print hrst	Address (number, street, and apt. or suite no.)	Requester's	name and a	ddress (optional)	
Specific	City, state, and ZIP code				
See					
Pai	Taxpayer Identification Number (TIN)				
back alien	r your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to tup withholding. For individuals, this is your social security number (SSN). However, for a resi , sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entitie employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on	dent s, it is	Social secu	or	I
	s. If the account is in more than one name, see the chart on page 4 for guidelines on whose ber to enter.		Employer id	entification number	
Par	rt II Certification				
Unde	er penalties of perjury, I certify that:				
1. T	The number shown on this form is my correct taxpayer identification number (or I am waiting	for a num	ber to be is	sued to me), and	
F	am not subject to backup withholding because: (a) I am exempt from backup withholding, o Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to repo notified me that I am no longer subject to backup withholding, and				
3. I	am a U.S. citizen or other U.S. person (defined below).				
Certi	ification instructions. You must cross out item 2 above if you have been notified by the IRS	that you	are currently	subject to backup	

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

p	to the year solves the metalogic of page in					
Sign Here	Signature of U.S. person ▶	Date ▶	Name			

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  $\,$
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form W-9 (Rev. 10-2007)

#### **CITY OF NEWTON**

#### PURCHASING DEPARTMENT

#### TOTAL COST CALCULATION WORK SHEETS

#### **Instructions to Bid Submitters:**

- 1. Pages 16 through 71 are the Calculation Work Sheets used to compute the Total Cost for each Zone, which Total Cost shall be inserted in the appropriate place in the Bid Form. Be sure to provide all the information required.
- 2. You do not have to complete all Calculation Work Sheets. However, if you bid on a Zone, your bid submission must include the complete Calculation Work Sheets for that Zone. Bid without supporting Calculation Work Sheets will be rejected.
- 3. Be sure to sign the bid in all Zones in which a signature is required.
- 4. If you bid on a Zone, you must Calculation Work Sheets for all contract years (2013 through 2016) for that Zone. Bid prices must be written in both words and figures. All entries in the bid must be clear and in ink. You should insert computed totals in the spaces provided for totals.
- 5. Prices provided by Contractors shall only apply to snow plowing events where the Commissioner of Public Works has declared a General Snow Plowing Event. The City will pay Contractor(s) and hourly rate as provided in Appendix "C" when a Limited Snow Plowing Event has been called.
- 6. Bids will be received until 10:00 a.m., August 29, 2013 at the Purchasing Department, Room 204, Newton City Hall. Newton, MA 02459. Immediately following the deadline for bids, all bids received will be publicly opened and read aloud.
- 7. Contracts for snowplow services are exempt from the provisions of Massachusetts laws regarding procurement of services. The City of Newton has chosen to undertake this procurement on an open and competitive basis. Interested contractors should take notice that the right is reserved to reject any and all offers and to make award as may be determined to be in the best interest of the City of Newton. The City also reserves the right to engage in negotiations with contractors after the BIDS are offered. Any contract made will be subject to appropriations and grants to meet payment hereunder.

## **ZONE 1 - BID FORM**

**ZONE 1: 2013 - 2014 (YEAR ONE)** 

Bid for Plowing Routes: Routes 46, 48 – 52 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 about 18.1"+ total accumulation Cost per inch inch.	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	- 3 ea.	\$
		Zone 1-Vear One Annual Total:	\$

## **ZONE 1: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 46, 48 – 52 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1")	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 1-Year One Annual Total:	\$

## **ZONE 1: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 46, 48 - 52 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inclinch. (This cost will be added to #6 about 18.1"+	n measured to		
above 18") per i		1 in.	\$
8. Plowing callback for limited cleanup	:		
Per Occurrence (\$	)	3 ea.	\$
		Zone 1-Year One Annual Total:	\$

## **ZONE 1: 2013 - 2016 (TOTALS)**

Bid for Plowing Routes: Routes 46, 48 – 52 (General Snow Plowing Events only – See A Snow Plowing Events)	appendix "C" for hourly rates on Limited
ZONE 1 YEAR ONE ANNUAL TOTAL	\$
ZONE 1 YEAR TWO ANNUAL TOTAL	\$
ZONE 1 YEAR THREE ANNUAL TOTAL	\$
ZONE 1 GRAND TOTAL (SUM OF ZONE 1 YEAR ONE, TWO & THREE)	\$

## **ZONE 2 - BID FORM**

## **ZONE 2: 2013 - 2014 (YEAR ONE)**

Bid for Plowing Routes: Routes 26 - 30 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$		1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$		3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (		3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (		1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (		1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (		1 ea.	\$
7. Snow plowing for storm in excess of 18" 18.1"+ total accumulation Cost per inch measinch. (This cost will be added to #6 above fo			
above 18")per inch.		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 2 -Year One Annual Total:	\$

## **ZONE 2: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 26-30 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 abo	measured to		
above 18")per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 2 -Year One Annual Total:	\$

## **ZONE 2: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 26 - 30 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inch	measured to t		
inch. (This cost will be added to #6 above 18")per in		those storms 1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 2 -Year One Annual Total:	\$

## **ZONE 2: 2013 - 2016 (TOTALS)**

Bid for Plowing Routes: Routes 26 – 30 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited

Snow Plowing Events)	
ZONE 2 YEAR ONE ANNUAL TOTAL	\$
ZONE 2 YEAR TWO ANNUAL TOTAL	\$
ZONE 2 YEAR THREE ANNUAL TOTAL	\$
ZONE 2 GRAND TOTAL (SUM OF ZONE 2 YEAR ONE, TWO & THREE)	\$

## **ZONE 3 - BID FORM**

## **ZONE 3: 2013 - 2014 (YEAR ONE)**

Bid for Plowing Routes: Routes 20 - 25 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18" 18.1"+ total accumulation Cost per inch me inch. (This cost will be added to #6 above:	easured		
above 18")per inch.		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 3 -Year One Annual Total:	\$

## **ZONE 3: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 20 - 25 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 abo	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 3 -Year One Annual Total:	\$

## **ZONE 3: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 20 - 25 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1"+	measured to		
above 18")per in		1 in.	\$
8. Plowing callback for limited cleanup	:		
Per Occurrence (\$	)	3 ea.	\$
		Zone 3 -Year One Annual Total:	\$

## **ZONE 3: 2013 - 2016 (TOTALS)**

Snow Plowing Events)	
ZONE 3 YEAR ONE ANNUAL TOTAL	\$
ZONE 3 YEAR TWO ANNUAL TOTAL	\$
ZONE 3 YEAR THREE ANNUAL TOTAL	\$
ZONE 3 GRAND TOTAL (SUM OF ZONE 3 YEAR ONE, TWO & THREE)	\$

Bid for Plowing Routes: Routes 20 – 25 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited

## **ZONE 4 - BID FORM**

## **ZONE 4: 2013 - 2014 (YEAR ONE)**

Bid for Plowing Routes: Routes 67 - 71 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18 18.1"+ total accumulation Cost per inch m inch. (This cost will be added to #6 above	easured t		
above 18")per inch		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 4 -Year One Annual Total:	\$

## **ZONE 4: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 67 - 71 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 abo	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 4 -Year One Annual Total:	\$

## **ZONE 4: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 67-71 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18 18.1"+ total accumulation Cost per inch minch. (This cost will be added to #6 above	neasured		
above 18")per incl		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 4 - Year One Annual Total	\$

## **ZONE 4: 2013 - 2016 (TOTALS)**

Bid for Plowing Routes: Routes 67 – 71 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited

Snow Plowing Events)	
ZONE 4 YEAR ONE ANNUAL TOTAL	\$
ZONE 4 YEAR TWO ANNUAL TOTAL	\$
ZONE 4 YEAR THREE ANNUAL TOTAL	\$
ZONE 4 GRAND TOTAL (SUM OF ZONE 4 YEAR ONE, TWO & THREE)	\$

## **ZONE 5 - BID FORM**

## **ZONE 5: 2013 - 2014 (YEAR ONE)**

Bid for Plowing Routes: Routes 72 - 76 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm(	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18" 18.1"+ total accumulation Cost per inch me inch. (This cost will be added to #6 above	easured 1		
above 18")per inch.		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 5 -Year One Annual Total:	\$

## **ZONE 5: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 72 – 76 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 abo	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 5 -Year One Annual Total:	\$

## **ZONE 5: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 72 - 76 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1"+	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup	:		
Per Occurrence (\$	)	3 ea.	\$
		Zone 5 -Year One Annual Total:	\$

## **ZONE 5: 2013 - 2016 (TOTALS)**

Bid for Plowing Routes: Routes 72 – 76 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited

Snow Plowing Events)	
ZONE 5 YEAR ONE ANNUAL TOTAL	\$
ZONE 5 YEAR TWO ANNUAL TOTAL	\$
ZONE 5 YEAR THREE ANNUAL TOTAL	\$
ZONE 5 GRAND TOTAL (SUM OF ZONE 5 YEAR ONE, TWO & THREE)	\$

## **ZONE 6 - BID FORM**

**ZONE 6: 2013 - 2014 (YEAR ONE)** 

Bid for Plowing Routes: Routes 66, 77 – 80 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1"+	measured to		
above 18")per in		1 in.	\$
8. Plowing callback for limited cleanup	:		
Per Occurrence (\$	)	3 ea.	\$
		Zone 6 -Year One Annual Total:	\$

### **ZONE 6: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 66, 77 – 80 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1")	measured to		
above 18") per i		1 in.	\$
8. Plowing callback for limited cleanup	:		
Per Occurrence (\$	)	3 ea.	\$
		Zone 6 -Year One Annual Total:	\$

### **ZONE 6: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 66,77-80 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 1 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 above	neasured to		
above 18") per inc		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 6 -Year One Annual Total:	\$

# **ZONE 6: 2013 - 2016 (TOTALS)**

Snow Plowing Events)	Appendix C for nourly rates on Limite
ZONE 6 YEAR ONE ANNUAL TOTAL	\$
ZONE 6 YEAR TWO ANNUAL TOTAL	\$
ZONE 6 YEAR THREE ANNUAL TOTAL	\$
ZONE 6 GRAND TOTAL (SUM OF ZONE 6 YEAR ONE, TWO & THREE)	\$

# **ZONE 7 - BID FORM**

**ZONE 7: 2013 - 2014 (YEAR ONE)** 

Bid for Plowing Routes: Routes 61 - 65 (General Snow Plowing Events only - See Appendix "C" for hourly rates on Limited **Snow Plowing Events**)

Item		<b>Estimated Qty Comparison Only</b>	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18 18.1"+ total accumulation Cost per inch n inch. (This cost will be added to #6 above	neasured to		
above 18") per inc	h.	1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 7 -Year One Annual Total:	\$

# **ZONE 7: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 61-65 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 abo	measured to		
above 18") per in		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 1-Year One Annual Total:	\$

### **ZONE 7: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 61- 65 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18 18.1"+ total accumulation Cost per inch n inch. (This cost will be added to #6 above	neasured		
above 18")per inc.		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 7 - Year One Annual Total·	\$

# **ZONE 7: 2013 - 2016 (TOTALS)**

Bid for Plowing Routes: Routes 61 – 65 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited

Snow Plowing Events)	
ZONE 7 YEAR ONE ANNUAL TOTAL	\$
ZONE 7 YEAR TWO ANNUAL TOTAL	\$
ZONE 7 YEAR THREE ANNUAL TOTAL	\$
ZONE 7 GRAND TOTAL (SUM OF ZONE 7 YEAR ONE, TWO & THREE)	\$

# **ZONE 8 - BID FORM ZONE 8: 2013 - 2014 (YEAR ONE)**

Bid for Plowing Routes: Routes 36A, 36B, 37, 38, 39, 60 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$		3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (		3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (		1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (		1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (		1 ea.	\$
7. Snow plowing for storm in excess of 18" 18.1"+ total accumulation Cost per inch mea inch. (This cost will be added to #6 above for			
above 18") per inch.	01 0111	1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 8 -Year One Annual Total:	\$

### **ZONE 8: 2014 - 2015 (YEAR TWO)**

Bid for Plowing Routes: Routes 36A, 36B, 37, 38, 39, 60 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18.1"+ total accumulation Cost per inclinch. (This cost will be added to #6 about 18.1"+	n measured to		
above 18") per i		1 in.	\$
8. Plowing callback for limited cleanup	:		
Per Occurrence (\$	)	3 ea.	\$
		Zone 8 -Year One Annual Total:	\$

### **ZONE 8: 2015 - 2016 (YEAR THREE)**

Bid for Plowing Routes: Routes 36A, 36B, 37, 38, 39, 60 (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. Snow plowing			
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
3. Snow plowing			
for storms 4.1"-7" per storm (	)	3 ea.	\$
4. Snow plowing			
for storms 7.1"-10" per storm (	)	1 ea.	\$
5. Snow plowing			
for storms 10.1"-14" per storm (	)	1 ea.	\$
6. Snow plowing			
for storms 14.1"-18" per storm (	)	1 ea.	\$
7. Snow plowing for storm in excess of 18 18.1"+ total accumulation Cost per inch m inch. (This cost will be added to #6 above	easured		
above 18")per inch		1 in.	\$
8. Plowing callback for limited cleanup:			
Per Occurrence (\$	)	3 ea.	\$
		Zone 8 - Year One Annual Total	\$

# **ZONE 8: 2013 - 2016 (TOTALS)**

Bid for Plowing Routes: Routes 36A, 36B, 37, 38, 39, 60 (General Snow Plowing Frates on Limited Snow Plowing Events)	Events only – See Appendix "C" for hourly
ZONE 8 YEAR ONE ANNUAL TOTAL	\$
ZONE 8 YEAR TWO ANNUAL TOTAL	\$
ZONE 8 YEAR THREE ANNUAL TOTAL	\$
ZONE 8 GRAND TOTAL (SUM OF ZONE 8 YEAR ONE, TWO & THREE)	\$

#### **ZONE A - BID FORM**

#### **ZONE A: 2013 - 2014 (YEAR ONE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Angier School, Bigelow Middle School, Lincoln-Elliot School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item  1. SHOVELING & SANDING/SALTII		Estimated Qty Comparison Only SNOW PLOWING "SCRAPE I	Total
(Blue zones or parking lots not included	l) 		
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	g/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	g/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	g/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	g/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding	g/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	g/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1"+ 1	measured to the	e lowest	
inches above 18")	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 m parking lots of schools. This cost is for events, (i.e., ice storms) for all locations	NON-Plowing	-	
Per Occurrence (\$	)	3 ea.	\$
	Z	one A-Year One Annual Total:	\$

#### **ZONE A: 2014 - 2015 (YEAR TWO)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Angier School, Bigelow Middle School, Lincoln-Elliot School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

item		Comparison Only	Total
1. SHOVELING & SANDING/SALTING (Blue zones or parking lots not included)	ONLY; NO SNOV	W PLOWING "SCRAPE D	OOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding/sa	ılting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding/sa	llting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding/sa	llting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding/sa	llting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding/sa	ılting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding/sa	ılting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm in 18.1"+ total accumulation Cost per inch me	easured to the lowe	est	
inch. (This cost will be added to #6 above inches above 18")p		1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 mix a parking lots of schools. This cost is for NC events, (i.e., ice storms) for all locations un	N-Plowing		
Per Occurrence (\$	)	3 ea.	\$
	Zone A	-Year Two Annual Total:	\$

#### **ZONE A: 2015 - 2016 (YEAR THREE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Angier School, Bigelow Middle School, Lincoln-Elliot School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

item		Comparison Only	Total
1. SHOVELING & SANDING/SALTIN (Blue zones or parking lots not included)		OW PLOWING "SCRAPE D	OWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding	/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inch	measured to the lo		
inch. (This cost will be added to #6 aborinches above 18")		e 1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 mi parking lots of schools. This cost is for events, (i.e., ice storms) for all locations	NON-Plowing		
Per Occurrence (\$	)	3 ea.	\$
	Zone	A-Year Three Annual Total:	\$

#### **ZONE A: 2013 - 2016 (TOTALS)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Angier School, Bigelow Middle School, Lincoln-Elliot School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

ZONE A YEAR ONE ANNUAL TOTAL	\$
ZONE A YEAR TWO ANNUAL TOTAL	\$
ZONE A YEAR THREE ANNUAL TOTAL	\$
ZONE A GRAND TOTAL (SUM OF ZONE A YEAR ONE, TWO & THREE)	\$

#### **ZONE B - BID FORM**

#### **ZONE B: 2013 - 2014 (YEAR ONE)**

Item		Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTII (Blue zones or parking lots not included		SNOW PLOWING "SCRAPE I	OOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	g/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	g/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	g/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	g/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding	g/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	g/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inchinch. (This cost will be added to #6 about 18.1"+ 1	measured to th	e lowest	
inches above 18")	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 m parking lots of schools. This cost is for events, (i.e., ice storms) for all locations	NON-Plowing		
Per Occurrence (\$	)	3 ea.	\$
	Z	Zone B-Year One Annual Total:	\$

#### **ZONE B: 2014 - 2015 (YEAR TWO)**

item		Comparison Only	Total
1. <b>SHOVELING &amp; SANDING/SALT</b> (Blue zones or parking lots not included		O SNOW PLOWING "SCRA	PE DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sandin	g/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	g/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	g/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	g/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sandin	g/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sandin	g/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inclinch. (This cost will be added to #6 about 18.1"+ 1	n measured to th	e lowest	
inches above 18")	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 m parking lots of schools. This cost is for events, (i.e., ice storms) for all location	NON-Plowing		
Per Occurrence (\$	)	3 ea.	\$
	7	Zone B-Year Two Annual Total:	\$

#### **ZONE B: 2015 - 2016 (YEAR THREE)**

Item		Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTIN (Blue zones or parking lots not included)	IG ONLY; I	NO SNOW PLOWING "SCRAP	PE DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding/s	alting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding/s	alting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding/s	alting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding/s	alting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding/s	alting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding/s	alting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm in 18.1"+ total accumulation Cost per inch minch. (This cost will be added to #6 above	neasured to tl	he lowest	
	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 mix parking lots of schools. This cost is for Ne events, (i.e., ice storms) for all locations up	ON-Plowing		
Per Occurrence (\$	)	3 ea.	\$
		Zone B-Year Three Annual Total:	\$

#### **ZONE B: 2013 - 2016 (TOTALS)**

ZONE B YEAR ONE ANNUAL TOTAL	\$
ZONE B YEAR TWO ANNUAL TOTAL	\$
ZONE B YEAR THREE ANNUAL TOTAL	\$
ZONE B GRAND TOTAL (SUM OF ZONE B YEAR ONE, TWO & THREE)	\$

#### **ZONE C - BID FORM**

#### **ZONE C: 2013 - 2014 (YEAR ONE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Bowen School, Brown Middle School, Countryside School, Memorial Spaulding School, Newton South High School, Oak Hill School and Kennard Estate. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item  1. SHOVELING & SANDING/SALTI		Estimated Qty Comparison Only SNOW PLOWING "SCRAPE I	Total
(Blue zones or parking lots not include	d)		
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	ng/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sandir	ng/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sandir	ng/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sandir	ng/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sandir	ng/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sandir	ng/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inc inch. (This cost will be added to #6 ab	h measured to the	e lowest	
inches above 18")	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 m parking lots of schools. This cost is for events, (i.e., ice storms) for all location	r NON-Plowing	-	
Per Occurrence (\$	)	3 ea.	\$
	Z	one C-Year One Annual Total:	\$

#### **ZONE C: 2014 - 2015 (YEAR TWO)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Bowen School, Brown Middle School, Countryside School, Memorial Spaulding School, Newton South High School, Oak Hill School and Kennard Estate. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty Comparison Only	Total
1. <b>SHOVELING &amp; SANDING/SALT</b> (Blue zones or parking lots not included		SNOW PLOWING "SCRAI	PE DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	g/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	g/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	g/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	g/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding	g/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	g/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per incl	h measured to the le		
inch. (This cost will be added to #6 abounches above 18")		se 1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 m parking lots of schools. This cost is for events, (i.e., ice storms) for all location	NON-Plowing	i	
Per Occurrence (\$	)	3 ea.	\$
	Zon	e C-Year Two Annual Total:	\$

#### **ZONE C: 2015 - 2016 (YEAR THREE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Bowen School, Brown Middle School, Countryside School, Memorial Spaulding School, Newton South High School, Oak Hill School and Kennard Estate. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

item		Comparison Only	Total
1. SHOVELING & SANDING/SALTI (Blue zones or parking lots not included)		O SNOW PLOWING "SCRAP	E DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	y/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	y/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	s/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	s/salting		
for storms 7.1"-10" per storm ( 6. Snow plowing, shoveling and sanding	)	1 ea.	\$
	ysaiting 		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 abo	measured to the	lowest	
inches above 18")	_per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 mi parking lots of schools. This cost is for events, (i.e., ice storms) for all locations	NON-Plowing	-	
Per Occurrence (\$	)	3 ea.	\$
	Zo	one C-Year Three Annual Total:	\$

#### **ZONE C: 2013 - 2016 (TOTALS)**

ZONE C YEAR ONE ANNUAL TOTAL	\$
ZONE C YEAR TWO ANNUAL TOTAL	\$
	Ψ
ZONE C YEAR THREE ANNUAL TOTAL	\$
ZONE C GRAND TOTAL (SUM OF ZONE C YEAR ONE, TWO & THREE)	\$

#### **ZONE D - BID FORM**

**ZONE D: 2013 - 2014 (YEAR ONE)** 

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from all main entrances, as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility): City Hall, Newton Main Library, Police Headquarters and Senior Center. Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item  1. SHOVELING & SANDING/SALTIN	IG ONLY; NO	Estimated Qty Comparison Only SNOW PLOWING "SCRAPE I	OOWN"	Total
(Blue zones or parking lots not included)				
for storms 0-2" per storm (\$	)	1 ea.	\$	
2. Snow plowing, shoveling and sanding	/salting			
for storms 0-2" per storm (\$	)	1 ea.	\$	
3. Snow plowing, shoveling and sanding	/salting			
for storms 2.1"-4" per storm (\$	)	3 ea.	\$	
4. Snow plowing, shoveling and sanding	s/salting			
for storms 4.1"-7" per storm (	)	3 ea.	\$	
5. Snow plowing, shoveling and sanding	s/salting			
for storms 7.1"-10" per storm (	)	1 ea.	\$	
6. Snow plowing, shoveling and sanding	s/salting			
for storms 10.1"-14" per storm (	)	1 ea.	\$	
7. Snow plowing, shoveling and sanding	s/salting			
for storms 14.1"-18" per storm (	)	1 ea.	\$	
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 about 18.1"+	measured to th	ne lowest		
inches above 18")	_per inch.	1 in.	\$	
9. Per Occurrence Sand/Salt w/50-50 mi parking lots of schools. This cost is for levents, (i.e., ice storms) for all locations	NON-Plowing			
Per Occurrence (\$	)	3 ea.	\$	
	7	Zone D-Year One Annual Total:	\$	

#### **ZONE D: 2014 - 2015 (YEAR TWO)**

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from all main entrances, as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility): City Hall, Newton Main Library, Police Headquarters and Senior Center. Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

**Estimated Oty** 

Item

SHOVELING & SANDING/SALTING ONLY (Blue zones or parking lots not included)	Comparison Only ; NO SNOW PLOWING "SCRAI	Total PE DOWN"
for storms 0-2" per storm (\$	1 ea.	\$
2. Snow plowing, shoveling and sanding/salting		
for storms 0-2" per storm (\$	1 ea.	\$
3. Snow plowing, shoveling and sanding/salting		
for storms 2.1"-4" per storm (\$	3 ea.	\$
4. Snow plowing, shoveling and sanding/salting		
for storms 4.1"-7" per storm (	3 ea.	\$
5. Snow plowing, shoveling and sanding/salting		
for storms 7.1"-10" per storm (	1 ea.	\$
6. Snow plowing, shoveling and sanding/salting		
for storms 10.1"-14" per storm (	1 ea.	\$
7. Snow plowing, shoveling and sanding/salting		
for storms 14.1"-18" per storm (	1 ea.	\$
8. Snow plowing & shoveling for storm in excess of 18.1"+ total accumulation Cost per inch measured to inch. (This cost will be added to #6 above for ONL)	the lowest	
inches above 18") per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 mix all zones of parking lots of schools. This cost is for NON-Plowi events, (i.e., ice storms) for all locations under this Z	ng	
Per Occurrence (\$ )	3 ea.	\$
	Zone D-Year Two Annual Total:	\$

#### **ZONE D: 2015 - 2016 (YEAR THREE)**

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from all main entrances, as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility): City Hall, Newton Main Library, Police Headquarters and Senior Center. Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

Item		Estimated Qty	TD 4.1
1. SHOVELING & SANDING/SALT	ING ONLY; NO	Comparison Only O SNOW PLOWING "SCRAP	Total E DOWN"
(Blue zones or parking lots not included	1)		
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sandin	g/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	g/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	g/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	g/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding	g/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	g/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inclinch. (This cost will be added to #6 about 18.1"+ 1	n measured to the	lowest	
inches above 18")		1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 m parking lots of schools. This cost is for events, (i.e., ice storms) for all location.	NON-Plowing	•	
Per Occurrence (\$	)	3 ea.	\$
	Zo	one D-Year Three Annual Total:	\$

#### **ZONE D: 2013 - 2016 (TOTALS)**

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from all main entrances, as well as sanding and salting of all zones shoveled or plowed by contractor except parking lots (City of Newton responsibility): City Hall, Newton Main Library, Police Headquarters and Senior Center. Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm. (General Snow Plowing Events only – See Appendix "C" for hourly rates on Limited Snow Plowing Events)

ZONE D YEAR ONE ANNUAL TOTAL	\$
ZONE D YEAR TWO ANNUAL TOTAL	\$
ZONE D YEAR THREE ANNUAL TOTAL	\$
ZONE D GRAND TOTAL (SUM OF ZONE C YEAR ONE, TWO & THREE)	\$

#### **ZONE E - BID FORM**

**ZONE E: 2013 - 2014 (YEAR ONE)** 

Item		Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALT (Blue zones or parking lots not include		O SNOW PLOWING "SCRAPE	DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sandi	ng/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sandi	ng/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sandi	ng/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sandi	ng/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sandi	ng/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sandi	ng/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for stor 18.1"+ total accumulation Cost per incinch. (This cost will be added to #6 al	ch measured to	the lowest	
inches above 18")	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 parking lots of schools. This cost is for events, (i.e., ice storms) for all location	or NON-Plowin	g	
Per Occurrence (\$	)	3 ea.	\$
		Zone E -Year One Annual Total:	\$

#### **ZONE E: 2014 - 2015 (YEAR TWO)**

Item  1. SHOVELING & SANDING/SALTING ON	Estimated Qty Comparison Only LV: NO SNOW PLOWING "SCRAI	Total
(Blue zones or parking lots not included)	EI, NO SNOW I LOWING SERVI	L DOWN
for storms 0-2" per storm (\$	1 ea.	\$
2. Snow plowing, shoveling and sanding/salting		
for storms 0-2" per storm (\$	1 ea.	\$
3. Snow plowing, shoveling and sanding/salting		
for storms 2.1"-4" per storm (\$	3 ea.	\$
4. Snow plowing, shoveling and sanding/salting		
for storms 4.1"-7" per storm (	3 ea.	\$
5. Snow plowing, shoveling and sanding/salting		
for storms 7.1"-10" per storm (	1 ea.	\$
6. Snow plowing, shoveling and sanding/salting		
for storms 10.1"-14" per storm (	1 ea.	\$
7. Snow plowing, shoveling and sanding/salting		
for storms 14.1"-18" per storm (	1 ea.	\$
8. Snow plowing & shoveling for storm in excess 18.1"+ total accumulation Cost per inch measured inch. (This cost will be added to #6 above for ON)	d to the lowest	
inches above 18") per inch		\$
9. Per Occurrence Sand/Salt w/50-50 mix all zone parking lots of schools. This cost is for NON-Plo events, (i.e., ice storms) for all locations under this	owing	
Per Occurrence (\$	3 ea.	\$
	Zone E -Year Two Annual Total:	\$

#### **ZONE E: 2015 - 2016 (YEAR THREE)**

Item		Estimated Qty Comparison Only	Total
1. <b>SHOVELING &amp; SANDING/SALTI</b> (Blue zones or parking lots not included)		; NO SNOW PLOWING "SCRAP	E DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding/	salting/		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding/	salting/		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding/	salting/		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding/	salting/		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding/	salting/		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding/	salting/		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm i 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 above	measured to	the lowest	
inches above 18")	_per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 min parking lots of schools. This cost is for Nevents, (i.e., ice storms) for all locations	NON-Plowi	ng	
Per Occurrence (\$	)		\$
		Zone E -Year Three Annual Total:	\$

#### **ZONE E: 2013 - 2016 (TOTALS)**

ZONE E YEAR ONE ANNUAL TOTAL	\$
ZONE E YEAR TWO ANNUAL TOTAL	\$
ZONE E YEAR THREE ANNUAL TOTAL	\$ 
ZONE E GRAND TOTAL (SUM OF ZONE C YEAR ONE TWO & THREE)	\$

# **ZONE F - BID FORM**

**ZONE F: 2013 - 2014 (YEAR ONE)** 

Item		Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALT (Blue zones or parking lots not include		IO SNOW PLOWING "SCRAPE I	DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sandi	ng/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sandi	ng/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sandi	ng/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sandi	ng/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sandi	ng/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sandi	ng/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per indinch. (This cost will be added to #6 all	ch measured to	the lowest	
inches above 18")	per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 parking lots of schools. This cost is for events, (i.e., ice storms) for all location	or NON-Plowii	ng	
Per Occurrence (\$	)	3 ea.	\$
		Zone F-Year One Annual Total:	\$

#### **ZONE F: 2014 - 2015 (YEAR TWO)**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONL (Blue zones or parking lots not included)	LY; NO SNOW PLOWING "SCRAI	PE DOWN"
for storms 0-2" per storm (\$	1 ea.	\$
2. Snow plowing, shoveling and sanding/salting		
for storms 0-2" per storm (\$ )	1 ea.	\$
3. Snow plowing, shoveling and sanding/salting		
for storms 2.1"-4" per storm (\$	3 ea.	\$
4. Snow plowing, shoveling and sanding/salting		
for storms 4.1"-7" per storm (	3 ea.	\$
5. Snow plowing, shoveling and sanding/salting		
for storms 7.1"-10" per storm (	1 ea.	\$
6. Snow plowing, shoveling and sanding/salting		
for storms 10.1"-14" per storm (	1 ea.	\$
7. Snow plowing, shoveling and sanding/salting		
for storms 14.1"-18" per storm (	1 ea.	\$
8. Snow plowing & shoveling for storm in excess 18.1"+ total accumulation Cost per inch measured inch. (This cost will be added to #6 above for ON	to the lowest	
inches above 18")per inch		\$
9. Per Occurrence Sand/Salt w/50-50 mix all zone parking lots of schools. This cost is for NON-Plotevents, (i.e., ice storms) for all locations under this	wing	
Per Occurrence (\$ )	3 ea.	\$
	Zone F-Year Two Annual Total:	\$

#### **ZONE F: 2015 - 2016 (YEAR THREE)**

Item		Estimated Qty Comparison Only	Total
1. <b>SHOVELING &amp; SANDING/SALTI</b> (Blue zones or parking lots not included)		; NO SNOW PLOWING "SCRAP	PE DOWN"
for storms 0-2" per storm (\$	)	1 ea.	\$
2. Snow plowing, shoveling and sanding	/salting		
for storms 0-2" per storm (\$	)	1 ea.	\$
3. Snow plowing, shoveling and sanding	/salting		
for storms 2.1"-4" per storm (\$	)	3 ea.	\$
4. Snow plowing, shoveling and sanding	/salting		
for storms 4.1"-7" per storm (	)	3 ea.	\$
5. Snow plowing, shoveling and sanding	/salting		
for storms 7.1"-10" per storm (	)	1 ea.	\$
6. Snow plowing, shoveling and sanding	/salting		
for storms 10.1"-14" per storm (	)	1 ea.	\$
7. Snow plowing, shoveling and sanding	/salting		
for storms 14.1"-18" per storm (	)	1 ea.	\$
8. Snow plowing & shoveling for storm 18.1"+ total accumulation Cost per inch inch. (This cost will be added to #6 abo	measured to	o the lowest	
inches above 18")	_per inch.	1 in.	\$
9. Per Occurrence Sand/Salt w/50-50 mi parking lots of schools. This cost is for events, (i.e., ice storms) for all locations	NON-Plow	ing	
Per Occurrence (\$	)	3 ea.	\$
		Zone F-Year Three Annual Total:	\$

#### **ZONE F: 2013 - 2016 (TOTALS)**

ZONE F YEAR ONE ANNUAL TOTAL	\$
ZONE F YEAR TWO ANNUAL TOTAL	\$
ZONE F YEAR THREE ANNUAL TOTAL	\$
ZONE F GRAND TOTAL (SUM OF ZONE F YEAR ONE, TWO & THREE)	\$

# CITY OF NEWTON PURCHASING DEPARTMENT SNOW PLOWING, SANDING, SALTING OF ROADWAYS, PARKING LOTS, WALKWAYS, STAIRWAYS, ETC.

#### CONTRACT TERMS AND SPECIFICATIONS

#### 1. General

1.1. The City of Newton intends to enter into a contract with competent and responsive Contractor(s), in accordance with the following terms and specifications, to perform snow plowing operations on several of the City of Newton's streets and other public property in the manner described herein during snow emergencies.

#### 1.2. Definitions:

- 1.2.1. "Zone" shall mean a pre-defined area of the City of Newton for which Contractor(s) shall clear all of the publicly accepted streets and/or public property of snow & ice during a General Snow Plowing Operation that may be called by the Commissioner of Public Works or his designee; such Zones shall be as specifically defined herein, in Appendix A.
- 1.2.2. "General Snow Plowing Operations" shall mean a snow emergency that is, in the sole discretion of the Commission of Public Works or his designee, of sufficient severity that Contractor(s) are called in to plow and/or shovel all snow in the Zone for which such Contractor(s) have contracted with the City to clear. A "General Snow Plowing Operation" may include a "Scrape Down" operation in the Zones labeled A F only, with Contractor(s) in Zones 1 8 not being called in to work.
- 1.2.3. "Limited Snow Plowing Operations" shall mean a snow emergency that is, in the sole discretion of the Commissioner of Public Works, or his designee, called in to augment other snow plowing activities of the City, which snow plowing activities to be undertaken by Contractor(s) may or may not take place in an Zone designated for such Contractor(s) that have contracted with the City to be available for General Snow Plowing Operations.
- 1.2.4. "Scrape Down" shall mean a "General Snow Plowing Operation" that is only called in Zones A F for purposes or sanding, salting and/or shoveling the locations in said Zones. In these cases there may be no plowing at all, and Contractor(s) that are contracted to plow roadways may not be called to perform any operations at all.
- 1.2.5. "Stand By" shall mean any of the following: (a) the period of time by which the time of commencement of actual plowing/shoveling operations exceeds one (1) hour from the time a piece of equipment has been signed in by the City in response to the calling of either a General Snow Plowing Operation or a Limited Snow Plowing Operation; (b) the period of time as authorized by the Commissioner of Public Works for a rest break, not to exceed four (4) hours, and provided Contractor(s) continue actual plowing operations for a period of no less than eight (8) hours following the completion of such rest break; or (c) a period of time that exceeds one (1) hour, as authorized by the Commissioner of Public Works, between the time when actual plowing/shoveling operations are complete until the time of release of Contractor(s) from plowing/shoveling operations.
- 1.3. The Contractor(s) are at all times required to be prepared to supply sufficient equipment to clear, within the time constraints provided herein, each Zone that is awarded to such Contractor(s), in the event a General Snow Plowing Operation is called. The allowable pieces of equipment that qualify are listed in Section 8 hereunder; and Contractor(s) are required to identify with specificity each piece of equipment intended for use on the streets of the City of Newton. All equipment intended for use in snow plowing streets, and/or plowing/shoveling other public property, will be required to pass an inspection administered by the City. Main streets, additional streets and other public property that are identified in the Detail Plow Routes Schedules under each Zone must be kept open on a continuous basis during plowing/shoveling operations. The minimum numbers of pieces, by Zone, are specified in Appendix A.
- 1.4. The routes for each Zone of Snow Plowing of Roadways (Zones 1 − 8) is listed in Appendix A and is shown on the maps included therein. The Contractor(s) are responsible to familiarize themselves with each Route contained within their Zone, and must supply sufficient equipment to cover and clear each route of snow included in the Zone covered under

the Contract(s) they have entered into with the City, assuming that a General Snow Plowing Operation could be called at any time.

- 1.5. The locations for each Zone of Snow Plowing, Shoveling, and Sanding/Salting (Zones A F) is summarized below:
  - 1.5.1.1. Zone A (8 locations): Angier School, Bigelow Middle School, Lincoln-Elliot School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School.
  - 1.5.1.2. Zone B (4 locations): Burr Park, Cabot School, the Education Center and F.A. Day Middle School.
  - 1.5.1.3. Zone C (7 locations): Brown Middle School, Bowen School, Countryside School, Memorial Spaulding, Newton South High School, Oak Hill Middle School and Kennard Estate.
  - 1.5.1.4. Zone D (4 locations): City Hall, the Main Library, Police Headquarters and Senior Center.
  - 1.5.1.5. Zone E (1 location): Newton North High School.
  - 1.5.1.6. Zone F (7 locations): Auburndale Library, Burr School, Carr School, Franklin School, Horace-Mann School, Pierce School and Williams School.
  - 1.5.2. The priority for completion of locations for Snow Plowing, Shoveling and Sanding/Salting (Zones A F) will be as follows:
    - 1. Newton City Hall
    - 2. Newton Police Headquarters
    - 3. Main Newton Public Library
    - 4. Education Center
    - 5. Newton North High School
    - 6. Newton South High School
    - 7. Bigelow Middle School
    - 8. Brown Middle School
    - 9. F.A. Day Middle School
    - 10. Oak Hill Middle School
    - 11. Sixteen Elementary Schools (Angier, Bowen, Burr, Cabot, Carr, Countryside, Franklin, Horace-Mann, Lincoln Elliot, Mason-Rice, Memorial Spaulding, Peirce, Underwood, Ward, Williams and Zervas)
    - 12. Senior Center, Auburndale Library, Waban Library, Burr Park, and Kennard Estate
  - 1.5.3. The Contractor(s) must supply sufficient equipment to cover and clear each location of snow included in the Zone covered under the Contract(s) they have entered into with the City, assuming a General Snow Plowing Operation could be called at any time.
  - 1.5.4. Due to changes at many School locations (new school construction, modular buildings installed during the summer, modifies parking lots, sidewalks, walkways, etc) City personnel is providing a tour of all locations covered in Zones A F. All tours will begin in the Newton Free Library Parking Lot, 330 Homer Street (across from City Hall on the Homer Street side). The City of Newton will provide a vehicle to drive contractors to the different locations. The tours will return to the Library parking lot. Below is the schedule for the different Zones (These dates are subject to change):

#### WEDNESDAY August 21, 2013:

Zone B:	Tour Begins: 8:30 am	Tour Ends: 10:30 am
Zone F:	Tour Begins: 8:30 am	Tour Ends: 10:30 am
Zone E:	Tour Begins: 8:30 am	Tour Ends: 10:30 am

THURSDAY August 22, 2013:

Zone A: Tour Begins: 8:30 am Tour Ends: 10:30 am Zone C: Tour Begins: 8:30 am Tour Ends: 10:30 am Zone D: Tour Begins: 8:30 am Tour Ends: 10:30 am

1.6. In consideration of the need to reserve equipment, the City will guarantee a minimum payment (see schedule below) each snow season, provided that the Contractor(s) perform the services of this contract to the satisfaction of the city.

#### **Minimum Payment Schedule:**

Zone 1 = \$17,000.00 Zone 6 = \$17,000.00 Zone F = \$4,000.00

Zone 2 = \$17,000.00 Zone 7 = \$17,000.00 Zone C = \$7,000.00

Zone $3 = \$17,000.00$	Zone 8 = \$17,000.00	Zone D = $$4,000.00$
Zone 4 = \$17,000.00	Zone A = \$6,000.00	Zone E = \$2,000.00
Zone 5 = \$17,000.00	Zone B = \$4,000.00	

#### 2. Term of Contract.

The awards of contracts for each defined Zone shall extend from September 1, 2013 through August 31, 2014. In addition, the City shall have the option, at its sole discretion, to extend the contract(s) for two (2) additional one (1) year terms, at the prices stated in the Contractor(s) bid(s). In order to exercise its option(s) the City will notify the Contractor(s), in writing, no later than July 1<sup>st</sup> of each year of its decision to exercise, or to not exercise, its option(s) to extend the contract(s).

#### 3. Basis of Award.

- 3.1. Awards for Contract(s) will be made to a Contractor for each Zone separately which is, in the sole discretion of the City of Newton, the best suited to perform a contract in accordance with the Contract Terms and Specifications provided herein. It is expected that only one (1) Contractor will be awarded a Contract for each of the 14 Zones, but that it is possible that individual Contractor(s) may also be awarded Contracts for multiple Zones, but actual services will be requested based the needs of the City depending on weather conditions.
- 3.2. The Contractor(s) will be judged on previous experience, type and amount of equipment available; and that which best fits within the financial constraints of the City of Newton.
- 3.3. The City expects to complete its awards within sixty (60) days of receipts of bids.

#### 4. Rejection of BID and Limit of Award.

- 4.1. Proper snow plowing/shoveling is vital to public safety and welfare. Therefore, the City reserves the right, at its sole discretion, to reject any, or all, bids as it may determine to be in the best interest of the City. The Contractor(s) acknowledges that the burden of proof rests with the Contractor(s) to show that the Contractor(s) can meet the requirements of this contract.
- 4.2. The City may reject a bid from any Contractor(s) who:
  - 4.2.1. Has a history of failing to provide timely, quality, and complete service on snow plowing, or other contracts with the City of Newton or with any other municipality or agency;
  - 4.2.2. Proposes the use of equipment which the city considers substandard, or proposes to use a subcontractor(s), with a history of failing to meet the City's request for service, or to perform in a satisfactory manner on snow plowing, or other contracts.

# 5. Responsibilities of the Contractor(s).

- 5.1. In order for bidders to have their bids considered, such bidders accept, by submitting BID(S), personal liability for the following:
  - 5.1.1. Completely familiarize themselves with the bid documents;
  - 5.1.2. Completely familiarize themselves with the plow routes in Appendix A and the locations contained within Zones A E, including attending the City sponsored tours;
  - 5.1.3. Submit a properly completed bid, which includes submitting specified bid security;
  - 5.1.4. Submit such evidence at the time of bid, satisfactory to the City, that the bidder can fulfill the requirements of the contract. Such evidence must include, but need not be limited to:
    - 5.1.4.1. Completed bid documents as provided herein;
    - 5.1.4.2. Size and condition of Contractor(s)'s facilities;
    - 5.1.4.3. Proposed equipment schedule for completing snow plowing of the Zones listed in Appendix A;
    - 5.1.4.4. A list of municipalities, or other agencies, for which the Contractor(s) has performed work of similar scope to this scope of work. The list shall include the names and telephone numbers of individuals in each municipality, or agency, who the City may contact to verify the Contractor(s)'s performance.
- 5.2. Upon award, the following must be supplied to the Purchasing Department with signed contracts within fourteen (14) calendar days.

- 5.2.1. A valid proof of ownership, or lease, for each vehicle proposed to be used to clear snow from city streets and/or property. Valid proof of ownership, or leasehold interest in one of the following:
  - 5.2.1.1. A Certificate of Title, or;
  - 5.2.1.2. A current state vehicle registration.
- 5.2.2. All required certificates of insurance (both liability insurance for the vehicles, and worker's compensation insurance sufficient to demonstrate coverage for all persons employed by Contractor(s) and engaging in work of any kind under the Contract) as stated elsewhere in this contract document.
- 5.2.3. A plan assigning specific vehicles to each of the Zones for which a contract is awarded.

### 5.3. Responsibility for Equipment Inspections:

- 5.3.1. The Contractor(s) accepts full responsibility to provide each vehicle, plow and piece of equipment to the City for inspection at the City's Crafts Street Garage. The inspection will occur during a period designated by the City. This will occur between September 15 and October 31<sup>st</sup> each year the Contract is in force and effect.
- 5.3.2. The Contractor(s) must schedule the inspections through the City's Superintendent of Equipment, either in writing or by calling 617-796-1480. The Crafts Street Garage will be open from 8:00 a.m. through 2:30 p.m., Monday through Friday. At the City's discretion, two (2) Saturdays will be made available for inspections in addition to the above stated times. Failure to schedule an inspection shall be deemed to be solely the fault of the Contractor(s).
- 5.3.3. Vehicles, plows and equipment, at the time of inspection and during all snow plowing operations, must fully meet all conditions set forth in the contract. If a vehicle, plow, or piece of equipment does not pass inspection, the Contractor(s) may modify it and request a re-inspection, or supply another vehicle, plow, or piece of equipment, after notification of the substitution to the Commissioner of Public Works or his designee and receiving his/her authorization to make a substitution. The City will inspect substitute vehicles, plows, or equipment prior to being used on an operation. The Contractor(s) will not be provided a third opportunity for a vehicle, plow or piece of equipment to pass an inspection.
- 5.4. Responsibilities for Vehicles, Plows, Equipment and Operators.
  - 5.4.1. The Contractor(s) must provide and properly maintain, in good working condition, the vehicles, plows and equipment for the entire contract term. They must meet all conditions set forth in this contract. Vehicles, equipment and operators must meet all Commonwealth of Massachusetts licensing, registration, and safety and emissions requirements; and shall be properly insured at Contractor(s) expense. The Contractor(s) must, at any time upon the request of the City, provide proof of operator licensing, motor vehicle registration, and insurance.
  - 5.4.2. The Contractor(s) must provide fully qualified, insured, licensed and responsible operators for each vehicle and piece of equipment. The Contractor(s) must supply a list of the names of the operators for each vehicle, or piece of equipment, to the City Director of Highway Operation not later than October 15 of each year of the contract and every time that there is a change in the list of operators.
- 5.5. Responsibilities during Snow Season; between October 1 and May 31 of each year of the contract, the Contractor(s) shall:
  - 5.5.1. Provide sufficient vehicles, equipment and operators to clear the publicly accepted city streets, and/or other public property as the case may be, located within such Contractor(s)' Zone as close to bare pavement as possible, such that streets and other public property shall be widened to their maximum width possible; intersections shall be cleaned to their full widths; and such operations shall, in the case of streets, be expected to be complete within eight (8) hours from the conclusion of a snow emergency. The City sets forth the following responsibilities, which the Contractor(s) accepts as conditions of this contract. The following is not intended to be all-inclusive.
  - 5.5.2. Contractor(s) shall maintain a telecommunications system whereby the City can contact the Contractor(s) at a specified telephone number for 24 hours, 7 days a week inclusive of holidays. During snow emergencies, the Contractor(s) will provide the City Snow Inspector with a 2-way portable radio, cellular or similar communication device, unless the Contractor(s)' telecommunications system is compatible with the city's to allow for back and forth instant communication, then the numbers and/or codes only are acceptable. The purpose of such telecommunication system is to ensure direct contact is available, at all times, between the Contractor(s)'s supervisor and City Snow Inspectors, during snow emergencies, 24 hours per day and 7 days per week. Inability of the Commissioner of Public Works, City Snow Inspectors, or other designee(s) of the City, to maintain contact with the Contractor(s) at any time, shall not relieve the Contractor(s) of the responsibility to plow at the designated time(s), and shall also be deemed a material breach of this Contract.
  - 5.5.3. Contractor(s) shall, at the direction and expense of the City, permit the City to keep GPS radio and/or Cell communications in any or all vehicles and/or equipment used during snow plowing operations that are designed to monitor the progress and location of all vehicles, equipment and spreaders. All such equipment shall be kept in all vehicles and/or equipment at the direction of the Commissioner of Public Works or his designee and shall be returned to City personnel upon completion of snow plowing operations.

- 5.5.4. Be prepared to start plowing each Zone at the times designated by the City. Failure to start at the specified time shall be cause for the City to have that Zone plowed with other equipment and for the Contractor(s) to be liable for damages to the City as liquidated damages as provided herein;
- 5.5.5. Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the Contractor(s), may make alternate plans to have the snow plowed in a Zone until the Contractor(s) notifies the Control Center (617-796-1000) that the equipment is back in service.
- 5.6. Responsibilities during a General Snow Plowing Operation.
  - 5.6.1. When a snow emergency is imminent the Commissioner of Public Works, or his designee, may either call a General Snow Plowing Operation or may call a Limited Snow Plowing Operation. A "General Snow Plowing Operation" may include instances where there is only a "Scrape Down" in Zones A F; in which case the Contractor(s) covering Zones 1 8 may or may not be called in to work at all or may be called in under a "Limited Snow Plowing Operation." When the Commissioner of Public Works has called a General Snow Plowing Operation, the Contractor(s) shall:
    - 5.6.1.1. Arrive at the designated meeting point at the designated time, no later than 2 hours from time of notice; the designated meeting place will be identified at the pre-season coordination meeting to be held in October at a place to be determined;
    - 5.6.1.2. Arrive with vehicles, plows and equipment in good working condition, prepared to plow, loaded with appropriate ballast and having chains available for use if needed (as determined by the Commissioner of Public Works, or his Designee);
    - 5.6.1.3. Provide at least one competent supervisor with a vehicle per contract for every Zone that covers Snow Plowing of Roadways (Zones 1- 8) and for every Zone that covers a locations for Snow Plowing, Shoveling and Sanding/Salting (Zones A F) to coordinate the Contractor's efforts with the City Snow Inspector. These Supervisor(s) shall be in addition to equipment operators and coordinate the Contractor(s)'s snow plowing operations with the City Snow Inspector(s);
    - 5.6.1.4. Wait until contacted by the City Snow Inspector(s) before beginning snow-plowing operations. If the City Snow Inspector has not arrived within 15 minutes of the designated start time, the Contractor(s) shall notify the Control Center at 617-796-1000 that the equipment is on scene and is ready to begin snowplowing operations. Only if authorized by the Control Center may the Contractor(s) begin snow-plowing operations without having first been contacted by the City Snow Inspector(s):
    - 5.6.1.5. Obtain authorization to proceed, either by meeting the City Snow Inspector(s), or by contacting the Control Center in the circumstances described above. Failure to obtain authorization to proceed will cause the City to assume that the Contractor(s)'s equipment did not show up, which may make the Contractor(s) subject to late start damages.
    - 5.6.1.6. Plow/shovel as the case may be, the routes in the designated sequence as shown on the Route maps in Appendix A, or as may be agreed to in advance by the Contractor(s) and the Commissioner of Public Works, or his designee. Failure to plow in the designated sequence, and consequent inability of the City Snow Inspector(s) to easily find the Contractor(s)'s equipment, may cause the City to assume that the Contractor(s) did not perform snow plowing operations according to the standards set forth in Section 9 and make the Contractor(s) subject to liquidated damages set forth in Section 11.
    - 5.6.1.7. Comply in all respect with the standards set forth in Section 9.
    - 5.6.1.8. Complete snow plowing/shoveling within the time specified by the Commissioner of Public Works, or his designee, after each snow emergency. Prior to leaving their Zones, the Contractor(s)'s Supervisor(s) must meet with the City Snow Inspector(s) and receive a sign off on the appropriate sheet. If a City Snow Inspector is not available, the Contractor(s)'s Supervisor(s) must notify the Control Center that the route has been completed. The City will make every effort to have a City Snow Inspector arrive at a sign off location within thirty (30) minutes. If the City Snow Inspector has not met with the Contractor(s)'s Supervisor within forty-five (45) minutes of the call to the Control Center, the Contractor(s)'s Supervisor should inform the Control Center. The Contractor(s)'s vehicles, equipment and operators will then be released. Except in the case of being released by the Control Center, failure to obtain a sign off by a City Snow Inspector on the appropriate sheet may lead to forfeiture of payment.
  - 5.6.2. In the event that the Contractor(s)'s equipment fails during a plowing operation, the Contractor(s), or his representative, must notify the City Snow Inspector for that Zone immediately and have the Zone covered with other equipment. If the Contractor(s) does not cover the route with other equipment within sixty (60) minutes, the City, at the Contractor(s)'s expense, may take over completion of the route(s) or charge the Contractor(s) liquidated damages as set forth in Section 11.
  - 5.6.3. A Zone will not be considered by the City to be satisfactorily completed unless it meets the standards set forth in these Contract Terms and Specifications, as witnessed and acknowledged by a City Snow Inspector at the sign off.

- All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the Commissioner of Public Works and/or his designee.
- 5.6.4. If, after the Commissioner of Public Works, or his designee, has determined that the Contractor(s) has successfully and satisfactorily completed the plowing operation and approves sign-off, the City determines that additional plowing is needed due to additional accumulation, slush build-up, or snow being returned to the street which impedes vehicular traffic or safety, the Contractor(s) shall return with the appropriate operators and equipment to perform this work upon the request of the Commissioner of Public Works or his designee(s). The work will meet the conditions set forth in the contract. The Contractor(s) will be paid for this work at the bid price established for a "call back."
- 5.6.5. No snow pay be piled, pushed or banked against crosswalks, handicap ramps, fire hydrants, oil fills, doors, walks, emergency exits, sidewalks, or other locations where a safety hazard would be increased.
- 5.7. Terms specific to Plowing of Parking Lots, Walkways, Stairs, School Locations, etc.
  - 5.7.1. Snow plowing of parking lots or emergency roadways will be done by rolling snow away from the buildings.
  - 5.7.2. No snow is to be pushed or plowed against, or into any chain link fences, trash dumpsters, shrubs, hedges, stairs, entranceways, doors, or overhead doors.
  - 5.7.3. All snow shall be REMOVED from every Drop Zone ("Blue Zone") at each school. Snow along or on the sidewalk and against the blue curb must be removed. The snow can be left on site as long as the snow is not in a zone where snow must be removed. Also not covering any access zones such as oil fills. Each school has a different number, location and length of "Blue Zones." It is highly recommended to attend the tour to familiarize oneself with the number, location and length of each school's "Blue Zones."
  - 5.7.4. The Contractor is responsible to keep every "Blue Zone" free of all snow for the first twelve hours after the storm has ended. The end of a storm shall be determined by a representative from the Department and communicated to each Snow Inspector, who will then communicate that information to the Contractor.
  - 5.7.5. Each location on each Zone shall receive a sand/salt (50/50) mix (or otherwise approved suitable mix). It shall be the Contractors responsibility to provide a sand/salt (50/50) mix. There shall be a sufficient amount of sand /salt mixture to be applied so as to allow for reasonable safe passage. Sand aids in traction and salt helps melt snow and ice. The preferred mixture is a sand/salt (50/50) mix. At no time shall the Contractor use the City sand/salt mixture located on site unless otherwise approved by the Public Works Department. Any alternative mix must be approved by the Commissioner of Public Works or his designee. Before the Snow Inspector has approved the snow removal by the Contractor, the Contractor shall apply sufficient sand/salt mix (50/50) to greatly reduce the potential for slipping. This sand/salt mix shall be applied during and after each storm. The zones to be sanded/salted are all walkways, ramps, handicap ramps, exits, emergency exits and their egress. No parking lots are to be sanded/salted. Sanding/salting parking lots is the responsibility of the City of Newton.
  - 5.7.6. There are five locations that shall not receive a 50/50 sand/salt mix (or otherwise approved suitable mixture). The first location is the brick pathways at City Hall along Homer Street and at the Department Heads' parking lot. The second location is the Homer Street brick entrance at the Newton Main Library. The third location is the brick pathway/patio on the north side of the Cabot School. The fourth location is the brick pathways/patios and concrete pathways at the Senior Center. The fifth location is all new concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones at Newton North High School. The Contractor shall use magnesium chloride at these specific locations.
  - 5.7.7. At Cabot School a walkway is to be plowed across the grass field from the fence entranceway at the intersection of East Side Parkway and Winchester Road to the front of the Cabot School located on Parkview Avenue. This pathway shall be a direct line across the field. The Contractor shall only do this when she/he has been given permission by the Public Works Department (when the ground is deemed frozen and minimal damage shall occur to the field).
  - 5.7.8. At Lincoln Eliot School the sidewalk along Jackson Road heading northeast from the school parking lot up to the location across from 45-47 Jackson Road shall be plowed of all snow and shall receive a 50/50 sand/salt mixture.

- 5.7.9. At Horace Mann there are wider asphalt walkways in front and back. The "Yellow Zone" on Watertown Street is to be treated as a "Blue Zone". At the Horace Mann School the sidewalk that leads from the corner of Watertown Street along Albemarle Road ending at the Gath Pool shall be plowed of all snow and shall receive a 50/50 sand/salt mixture.
- 5.7.10. At Newton North High School all of the following sidewalks shall be snow plowed, and/or shoveled and sanded/salted with a 50/50 sand/salt mixture: the sidewalks on the north and south side of Elm Road leading from Walnut Street to the Lowell Avenue; the sidewalk along the west side of Walnut Street from Russell Court to Hull Street; the sidewalk along the north side of Hull Street from the intersection of Hull Street and Walnut Street to the intersection of Hull Street and Lowell Avenue; the sidewalk along the east side of Lowell Avenue from the intersection of Hull Street and Lowell Avenue to the intersection of Lowell Avenue and Elm Road. The contractor shall apply magnesium chloride to all concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones.
- 5.7.11. At Burr School the pathway that leads from the cul de sac on Albert Road to the Burr School property pathway shall be plowed or shoveled and sanded/salted with a 50/50 sand/salt mixture, including the pathway that leads from Lexington Street to the main parking lot on the east side of the school.
- 5.7.12. At Bowen School the pathway leading from the cul de sac on Langley Path to the east side of the school shall be plowed or shoveled and sanded/salted with a 50/50 sand/salt mixture. Please note there is a new bubbler along the pathway and a speed bump.
- 5.7.13. From Newton South High School there is an asphalt pathway leading to the Oak Hill Middle School parking lot that shall be plowed or shoveled and sanded/salted with a 50/50 sand/salt mixture.
- 5.7.14. At the FA Day School the walkway that leads from the corner of the Gath Pool on Albemarle Road to the rear of F A Day shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. The north side sidewalk of Minot Place shall be plowed and receive a 50/50 sand/salt mixture. The sidewalk parallel to Walnut Street and attached to Linwood Park shall be treated as a "Blue Zone" and be plowed of all snow and shall receive a 50/50 sand/salt mixture. In addition the sidewalk in Linwood Park that begins at the corner of Crafts Street and Linwood Avenue and ends at the intersection of Walnut Avenue and Minot Place shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. In addition the sidewalk along Crafts Street (adjacent to 300 Linwood Avenue) shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. This route shall provide clear and safe passage for students and employees traveling from the Education Center along Crafts Street across Linwood Park to FA Day Middle School.
- 5.7.15. At the Franklin School a pathway is to be plowed across the grass field from the asphalt entranceway at the end of Russell Road West to the roadway on the west side of the school. This pathway shall be a direct line across the field parallel to Derby Street. The Contractor shall only do this when she/he has been given permission by the Public Works Department (when the ground is deemed frozen and minimal damage shall occur to the field).
- 5.7.16. At the Main Library all doors at the rear of the building that do not have a walkway (concrete or asphalt) leading to them shall have a path shoveled or cleared leading away from these doors, allowing unrestricted exiting of the building. At the Main Library, the contractor may only use two parking spaces to store equipment and sand/salt. These spaces are in the southwest corner of the parking lot.
- 5.7.17. At Underwood School snow is not to be plowed against the fence on Vernon Street at the corner.
- 5.7.18. At the Education Center the sidewalk and zone along 100 Walnut Street is to be treated as a "Blue Zone."
- 5.8. Responsibilities during a Limited Snow Plowing Operation.
  - 5.8.1. When a snow emergency is imminent the Commissioner of Public Works, or his designee, may either call a General Snow Plowing Operation or may call a Limited Snow Plowing Operation. When the Commissioner of Public Works has called a Limited Snow Plowing Operation, the Contractor(s) shall:
  - 5.8.2. Arrive with such vehicles, plows and equipment, as may be requested by the Commissioner of Public Works or his designee, in good working condition, prepared to plow, loaded with appropriate ballast and having chains available for use if needed, and must be ready to begin plowing operations upon its arrival. When Contractor(s) are called in for a Limited Snow Plowing Operation such operations may or may not take place in the Zone assigned to Contractor(s) at the sole discretion of the Commissioner of Public Works or his designee.

- 5.8.3. Perform plowing operations in zones as directed by the Commissioner of Public Works or his designee, as close to bare pavement as possible, and all streets shall be widened to their maximum width, from curb to curb. All intersections shall be cleaned to their full widths. Care will be made not to pile snow on sidewalk corners, but pushed beyond the radii and equally distributed along the curb line. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the appropriate City Snow Inspector or the Commissioner of Public Works and/or his designee.
- 5.8.4. All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the Commissioner of Public Works and/or his designee. Work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as described by the Commissioner of Public Works and/or his designee.
- 5.9. Upon approval by the Commissioner of Public Works or his designee, the Contractor(s) shall be paid for a period of time known as Stand By, as that terms is herein defined, at the rate of \$40.00 per hour per staffed piece of equipment and is in addition to any other payment to be invoiced the City.
- 5.10. In order to receive any payment from the City of Newton, Contractor(s) must adhere to the following:
  - 5.10.1. There must be a fully executed contract, signed by the Contractor(s) and appropriate City Officials.
  - 5.10.2. The City will not pay for any work that has not been authorized by the appropriate City officials and signed off as complete by a City Snow Inspector or the Control Center.
  - 5.10.3. Each invoice for services must deduct retainage in the amount of 10% of the total amount due. This amount will be held back by the City from each amount approved for payment. All retainage amounts will be paid by May 15 each year, provided that all contract requirements have been satisfied during the course of that fiscal year.
  - 5.10.4. 50% of the minimum payment guarantee will be payable each January 31, in the event that a greater amount of work performed has not been paid by that date. The second payment will be paid no later than May 15 of the contract year if work has not exceeded the minimum guarantee. The minimum payment guarantee does not represent an amount to be paid in addition to payment for work actually performed. Any minimum payment guarantee paid will be deducted from future payments due for snow plow work performed. The minimum payment guarantee will be reduced by an appropriate amount if the Contractor(s) fails to plow as required, or fails to repair damages.
  - 5.10.5. All payments determined by amount of snowfall will be based on amounts of snowfall as measured by the official reported measurement of a commissioned weather service solely chosen by the Commissioner of Public Works. In the event that such a measurement is not available for the storm in question, a measurement in the vicinity of City Hall will be taken by the Commissioner of Public Works or his designee and such measurement shall be used for all payments based on amounts of snowfall.
  - 5.10.6. If the contract is terminated prior to payment of any portion of the minimum payment guarantee, the City reserves the right to cancel the minimum payment guarantee.

# 5.11. Responsibilities for Damages

- 5.11.1. The Contractor(s) is liable for damages including, but not limited to, damages to sod, shrubbery, trees, and structures on any private and/or public property that result from its operations. The Contractor(s) shall repair all damages prior to May 1 each year.
- 5.11.2. The Contractor(s) shall make immediate, temporary repairs to damages that cause a safety hazard. Temporary repairs of such damages shall be made within 72 hours of when the damage occurred, or later if requested in writing to the Commissioner of Public Works, and approved in writing by the Commissioner.
- 5.11.3. Upon the completion of each repair, the Contractor(s) shall have the property owner sign a release of liability for damages. The Contractor(s) shall submit this release to the Commissioner of Public Works. If the Contractor(s) cannot obtain a signed release from the property owner, the Contractor(s) shall provide proof, acceptable to the Commissioner of Public Works or designee, that the damages have been repaired. The release, or proof of repair, must be provided by the times indicated in the above sections.
- 5.11.4. If repairs are not completed in a satisfactory and timely manner, the City may cause the repairs to be made and deduct the cost of the repairs from the contract retainage.
- 5.11.5. The City will hold retainage until May 15 of each year. Damage claims that are not settled within the time frames outlined above will cause the City to take action against the contract security, or deduct from other payments due the Contractor(s), including the contract retainage.

#### 6. Rights of the City.

- 6.1. In the event of breach of contract, the City reserves the right to immediately terminate the contract in whole or in part. The City will give written notice of such termination. Termination of the contract may result in substantial penalties, forfeiture of performance bonds, ineligibility to receive future contracts, or default proceedings.
- 6.2. The contract may be terminated, upon the recommendation of the Commissioner of Public Works, when he, or his authorized representative, has determined that the Contractor(s) has:
  - 6.2.1. Abandoned the work to be performed under this contract;
  - 6.2.2. Assigned this contract to another party, including subcontractors, without City consent;
  - 6.2.3. Unnecessarily, or unreasonably, delayed any of the work to be performed under this contract;
  - 6.2.4. Failed to furnish sufficient, properly skilled workmen, or sufficient vehicles or equipment to perform the work;
  - 6.2.5. Disregarded the instructions of the Commissioner of Public Works, a City Snow Inspector, or other City official;
  - 6.2.6. Failed to perform properly on any route, as determined by a City Snow Inspector;
  - 6.2.7. Substantially violated a requirement of the contract.
- 6.3. All services provided under this contract are under the direction and supervision of the Commissioner of Public Works and his designees. The Contractor(s) shall only be paid for services authorized by, and performed to the satisfaction of, the Commissioner of Public Works.
- 6.4. In the event an operator, vehicle, or piece of equipment employed or used by the Contractor(s) fails to meet the approval of the Commissioner of Public Works, he, or his designee, shall order such person, vehicle, or piece of equipment to be removed from the job site. The Contractor(s) shall furnish an appropriate replacement within sixty (60) minutes.
- 6.5. Contractor(s) employees who are ordered off the job site may not perform any further work for the entire term of the contract (including under any extensions of the contract) unless the Commissioner of Public Works authorizes him/her to return.
- 6.6. The decision of the Commissioner of Public Works as to the suitability of Contractor(s) equipment and employees is final.
- 6.7. The decision as to when to call for snowplowing to begin rests entirely with the City. The Commissioner of Public Works shall determine, on a case-by-case basis for each snow fall event, when conditions warrant a snow plow operation by the Contractor(s).

#### 7. Responsibilities of the City.

- 7.1. Inspect vehicles in a timely manner, at times mutually agreed upon.
- 7.2. Provide as much advance notification as possible when calling for a snowplowing operation. In general, the City will try to give approximately two (2) hours' notice, unless there is need for immediate plowing due to severe conditions.
- 7.3. Provide properly trained City Snow Inspectors to meet with the Contractor(s)'s Supervisor(s) at the commencement, during, and completion of each run; and who are to perform the sign off for each snowplowing event. The City will provide City Snow Inspectors as soon as possible to check completed routes and to release the Contractor(s)'s operators, vehicles and equipment as early as possible.
- 7.4. Maintain a switchboard at all times during snowplowing operations. Maintain a log of all calls between CONTROL CENTER and the Contractor(s) (and his Supervisors). CONTROL CENTER will place calls for service, coordinate City Snow Inspectors, and perform other tasks to promote smooth snow-plowing operations as quickly as possible; (All contact numbers for both the City and the Contractor(s) will be exchanged at a pre-season coordination meeting between the City and the Contractor(s) on or about Oct. 15).
- 7.5. Make payments within 45 days of receipt of a proper invoice (excluding retainage amounts as otherwise provided in the contract). If there is a dispute about the amount owed, the City will approve payment of the amount not in dispute within 45 days and withhold any disputed amount until resolution of the dispute. However, the City will retain the final payment until all contract provisions have been met.
- 7.6. Return performance securities within 30 days of contract completion.

- 7.7. Distribute Plowing Performance Report forms (Appendix B) to City Snow Inspectors. These forms will be utilized by the City Snow Inspectors to track plowing performances by the Contractor(s).
- 7.8. The City Snow Inspector, upon approval by the Commissioner of Public Works or his designee, will sign off on the Plowing Performance Report and issue a copy to the Contractor(s) for his records after each plowing event.

#### 8. Equipment Specifications.

- 8.1. The equipment furnished under this contract must meet all contract specifications and fully comply with all applicable laws and regulations of the Commonwealth of Massachusetts.
- 8.2. All equipment must be in excellent condition, smooth running at operating levels, clean inside and out, and under the hood, with evidence of proper maintenance and inspection.
- 8.3. The City reserves the right to reject any equipment older than model year 1995. The City further reserves the right to reject any piece of equipment that does not pass the City's inspection and fully comply with these specifications.
- 8.4. The bid price shall include the cost of furnishing operators, insurance, sureties, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the performance of the contract.
- 8.5. The following types of vehicles and equipment may be used to perform snowplowing operations. Any other types of equipment proposed for use under this contract must be approved by the Commissioner of Public Works: It is expected that at a minimum, 1.5 pieces of equipment per route on average will execute the plowing of each route in this contract;
  - 8.5.1. 3/4 ton, 4 X 4 pickups, with a 7-1/2' blade (for dead ends and augmentation only);
  - 8.5.2. 6 wheel construction trucks with a 4.6 cy dump body and minimum 9' blade;
  - 8.5.3. 10 wheel trucks with 6-8 cy dump body and minimum 10' blade;
  - 8.5.4. 2 ½ yd. loader with 10' plow;
  - 8.5.5. 4 wheel drive backhoe with plow;
  - 8.5.6. Each vehicle and piece of equipment will have one set of tire chains;
  - 8.5.7. Each vehicle and piece of equipment will have a rotating light, with an amber lens, visible for 360 degrees;
  - 8.5.8. Each vehicle and piece of equipment will have appropriate ballast, supplied by the Contractor(s), to ensure safe and proper operation according to the conditions of each snow fall;
  - 8.5.9. Each vehicle and piece of equipment with a plow must have an automatic tripping device to protect manholes and other protrusions above the surface of the pavement;
  - 8.5.10. The electrical and mechanical systems of each vehicle and piece of equipment shall be in good operating condition.

#### 9. Snowplowing Specifications.

- 9.1. Appendix A contains route maps and plow sequences listing the order in which the routes shall be plowed. This sequence of plowing must be adhered to unless the Contractor(s) submits a written request to the Commissioner of Public Works to change the plow sequence. The Commissioner of Public Works will notify the Contractor(s) in writing if his request is approved or denied. The request shall be granted, or denied, by a return letter to the Contractor(s). The plowing sequence must be followed since City Snow Inspectors will monitor the Contractor(s)'s progress by these sequences.
- 9.2. The Contractor(s) shall plow snow from curb to curb, or edge of street to edge of street, leaving no wind rows in intersections.
- 9.3. The Contractor(s) shall plow all City streets, roads, and avenues, including private ways, within the routes listed, and shown on the maps, in Appendix A.
- 9.4. The Contractor(s) shall be personally legally and financially responsible, and shall indemnify and hold the City harmless, for any plowing conducted on any, lots, driveways, and other places not specifically identified in this contract including but not limited to:
  - 9.4.1. Any street, which has been specifically deleted from the description sheets and route maps in Appendix A:
  - 9.4.2. Any City street outside the plowing schedule;
  - 9.4.3. Any City parking lot, unless noted in Appendix A;

- 9.4.4. Any school drives, unless noted on the Schedule and maps.
- 9.5. Plowing Requirements; Contractor(s) shall:
  - 9.5.1. Plow streets from the centerline to each curb, or to the edges of pavement.
  - 9.5.2. Plow snow from intersections parallel to the curb so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections beyond curve radii.
  - 9.5.3. NOT utilize private property or private driveways to turn around or maneuver vehicles or equipment.
  - 9.5.4. Plow at a speed which is sufficient to move snow, but not excessive.
  - 9.5.5. Avoid, to the maximum extent possible, depositing snow onto sidewalks
  - 9.5.6. Plow with a loose hoisting chain so plows ride on casters.
  - 9.5.7. Plow all streets the full width of pavement leaving bare pavement prior to sanding/salting operations.
  - 9.5.8. Avoid, to the maximum extent possible, depositing plowed snow in front of, or in, driveways and onto sidewalks, or on street corners. These zones shall not have more snow than the rest of the street edge.
  - 9.5.9. Immediately report to City Snow Inspector when the following conditions exist:
    - 9.5.9.1. If Contractor(s) cannot start plowing at appointed time;
    - 9.5.9.2. If equipment breaks down while plowing;
    - 9.5.9.3. If any street cannot be plowed and the reason why;
    - 9.5.9.4. If any damage is done to other vehicles or property;
  - 9.5.10. Advise the appropriate City Inspector as to sequential progress on clearing operation as follows:
    - 9.5.10.1. Start of route;
    - 9.5.10.2. One pass completed on route;
    - 9.5.10.3. Route pushed back; and
    - 9.5.10.4. Completion of Route.

#### 9.6. Special Plowing Conditions.

- 9.6.1. One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and at no time shall the Contractor(s)'s operator plow a one-way street the wrong way against traffic pattern without the express permission of the Commissioner of Public Works.
- 9.6.2. The Contractor(s) shall not push snow into the end of a dead end street. Near the end of a dead end, operators shall pick up the plow blade, proceed to the end of the street, drop the blade and pull snow back from the end of the street far enough so that the Contractor(s) can turn around and push snow out from the dead end and deposit it along the curb line or tree lawn.
- 9.6.3. If a street is blocked, the Contractor(s) shall make every attempt to bypass the blockage. If unable to bypass the blockage, the Contractor(s) shall immediately inform the City Snow Inspector, or the Control Center, of the blockage. The Contractor(s) will plow the street as soon as the blockage is removed.
- 9.6.4. The Contractor(s) shall ensure that intersections and curb radii are properly cleared, with no residual snow left in the intersections.
- 9.6.5. Snow left at intersection corners is to be no more than normal residual on the side of the road.
- 9.6.6. It is not acceptable to leave snow pack of any depth along city streets after the passing of a Contractor(s) plow.
- 9.7. In the event a City Snow Inspector cannot be reached, Contractor(s) must inform CONTROL CENTER and get calls logged in.

#### 10. General Conditions.

- 10.1. Certificates of Insurance covering Worker's Compensation must be submitted with signed contract, covering the dates of the contract. Worker's Compensation is required for all lessors of two, or more, pieces of equipment.
- 10.2. The Contractor(s) shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, loss and expenses, including attorney's fees, rising out of, or resulting from, the performance of the work called for under this contract, provided that any such claim, damage, loss or expense: (1) Is attributable to bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible property, including the loss of use resulting therefrom, and; (2) Is caused, in whole or in part, by any act or omission of the Contractor(s), anyone directly or indirectly employed by the Contractor(s), or anyone for whose acts the Contractor(s) may be liable, regardless of whether or not it is caused in part by the partly indemnified hereunder.
- 10.3. Certificates of Insurance must be submitted showing coverage for the contract period as follows:

<u>Automobile Liability</u>: All vehicles must be listed, by description and Massachusetts registration number, on the insurance certificate(s). Insurance must include coverage for hired, or borrowed, vehicles and non-ownership liability.

Bodily Injury: \$500,000 per person

\$500,000 per accident

Property Damage: \$100,000 per accident General Liability: \$500,000 per occurrence

\$500,000 in the aggregate

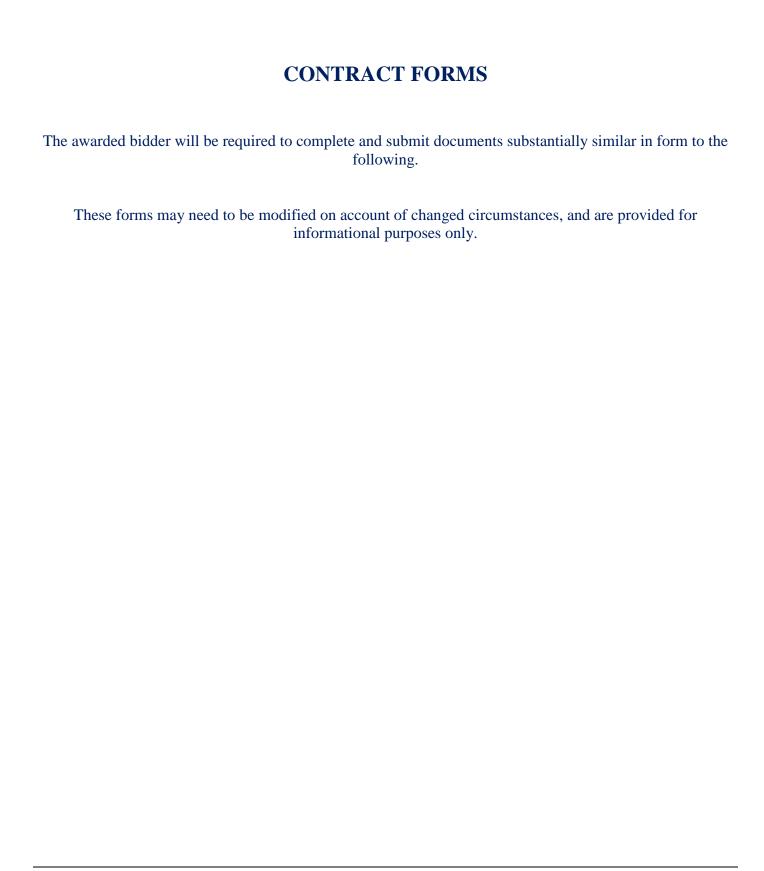
The City of Newton must be named as additional insured in the general liability policies.

10.4. The Contractor(s) shall, upon the award of this contract and the exercise of any renewal option, provide a Performance bond in the amount of 100% of the total annual bid price.

#### 11. Liquidated Damages.

- 11.1. The Contractor(s) agrees that the City has the right to retain all, or a portion of, moneys owed the Contractor(s) as liquidated damages for the Contractor(s)'s failure to comply with the requirements in this contract; specifically, failure to plow as required and failure to repair damages.
- 11.2. Damages will be imposed by the Commissioner of Public Works and will be commensurate with the severity and frequency of the failure to perform as required by the contract, and other pertinent circumstances.
- 11.3. The Contractor(s) will be notified in writing of any damages imposed by the Commissioner of Public Works.
- 11.4. The following is a schedule of liquidated damages for failure to perform. The list is not all-inclusive, nor does it waive any other rights of the City in the event the Contractor(s) fails to perform:
  - 11.4.1. Failure to Start on Time: Damages of \$150 per hour per route (fractional hours prorated to the greater hour);
  - 11.4.2. Missing a Route or a portion of a Route (greater than six hours late from start time): Damages of \$1,500 per route;
  - 11.4.3. Failure to Complete Plowing Operations on time (eight hours after the last snow falls in a storm, or two hours after the city forces complete their routes, whichever is greater): Damages of \$150 per hour per route;
  - 11.4.4. Failure to report to the assigned City Snow Inspector or CONTROL CENTER at the beginning of the plowing operation: \$150 per route;
  - 11.4.5. Plowing not to standard as prescribed on the Plowing Performance Report and as prescribed within the plowing specification: \$500 per route.
  - 11.4.6. Unauthorized piling of snow on intersection corners: \$150 per route.
  - 11.4.7. Losing or damaging GPS radio and Cell communications equipment that is kept in Contractor(s) vehicles or equipment to monitor the progress and location of all plows and spreaders: the cost of replacement thereof, which shall be deducted from Contractor(s) invoice.

#### **END OF SECTION**



# **CITY - CONTRACTOR AGREEMENT**

# **CONTRACT NO. C-**

THIS AGREEMENT made this	day of	in the year Two Thousand and Thirteen by and between the CITY OF
NEWTON, a municipal corporation	organized and	d existing under the laws of the Commonwealth of Massachusetts, hereinafter
referred to as the CITY, acting throu	igh its Chief P	Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF WORK. The Contractor shall furnish all labor, materials, equipment and perform all work required in strict accordance with the Contract Documents for the following project:

# SNOW PLOWING, SANDING, SALTING OF ROADWAYS, PARKING LOTS, WALKWAYS, STAIRWAYS, ETC. (14 ZONES)

- **II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
  - a. This CITY-CONTRACTOR Agreement;
  - b. The City's Request for Bid #14-13 issued by the Purchasing Department, including the Snow Plowing, Sanding, Salting Of Roadways, Parking Lots, Walkways, Stairways, Etc. Contract Terms And Specifications;
  - c. The Bidding Documents for Snow Plowing Services including the Request for Bids, Attestation, Price Schedules, and all specifications, instructions, terms and conditions contained therein;
  - d. Addenda Number(s) \_\_\_\_\_;
  - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications:
  - f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Work orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- **III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- **IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM. The term of this Contract shall extend from September 1, 2013 August 31, 2014. The City shall have the option, at its sole discretion, to renew this Contract for two (2) additional one (1) year terms. The exercise of each option to renew shall be subject to appropriation of funding therefor. It is understood that in the event the term of this contract extends beyond June 30<sup>th</sup> in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1<sup>st</sup>.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED. The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the Commissioner of Public Works or his designee in accordance with the terms of this Contract. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION. The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He/she shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- **VIII. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- IX. TERMINATION. If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- **X. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XI. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- **XII. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CITY OF NEWTON** 

**CONTRACTOR** 

By	By
Print Name	By Chief Procurement Officer
Title	Date
Date	
Affix Corporate Seal Here	By  Commissioner of Public Works
	Date
City funds are available in the following	
account #:	
	Approved as to Legal Form and Character
The City shall only be obligated to pay for further work beyond that covered by the encumbered amount recited above upon written orders issued by the City under the contract, each of which must have the certification of the Comptroller of Accounts that an appropriation is available therefore.	By
	CONTRACT AND BONDS APPROVED
By Comptroller of Accounts	By Mayor or his designee
Date	Date

# **CERTIFICATE OF AUTHORITY - CORPORATE**

(insert full name of Corporation)  2. corporation, and that	1.	I hereby certify that I am the Clerk/Secretary of	
3. is the duly elected			insert full name of Corporation)
3. is the duly elected	2.	corporation, and that	
(insert the title of the officer in line 2)  (insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)  at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that  5		(insert the name of officer	who signed the contract and bonds.)
4. of said corporation, and that on	3.	is the duly elected(insert the ti	tle of the officer in line 2)
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that  5	4.		
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that  5		(insert a date th	at is ON OR BEFORE the date the
notice, it was voted that  the		officer signed	the <u>contract and bonds</u> .)
of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.  6. ATTEST:			orporation, at which all the directors were present or waived
of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that th above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.  6. ATTEST: AFFIX CORPORATE  (Signature of Clerk or Secretary)* SEAL HERE  7. Name: (Please print or type name in line 6)*  8. Date: (insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)	5.	the	
corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.  6. ATTEST:		(insert name from line 2)	(insert title from line 3)
(Signature of Clerk or Secretary)*  SEAL HERE  7. Name:  (Please print or type name in line 6)*  8. Date:  (insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)		corporation, and affix its Corporate Seal thereto, and such e name and on its behalf, with or without the Corporate Seal,	xecution of any contract of obligation in this corporation's shall be valid and binding upon this corporation; and that the
7. Name: (Please print or type name in line 6)*  8. Date: (insert a date that is <i>ON OR AFTER</i> the date the officer signed the <u>contract and bonds.</u> )	6.	ATTEST:	AFFIX CORPORATE
(Please print or type name in line 6)*  8. Date:  (insert a date that is <i>ON OR AFTER</i> the date the officer signed the contract and bonds.)		(Signature of Clerk or Secretary)*	SEAL HERE
8. Date: (insert a date that is <i>ON OR AFTER</i> the date the officer signed the contract and bonds.)	7.	Name:	
(insert a date that is <i>ON OR AFTER</i> the date the officer signed the <u>contract and bonds</u> .)		(Please print or type name in line 6)*	
officer signed the contract and bonds.)	8.	Date:	
		(insert a date that is ON OR AFTER the date the	
		officer signed the contract and bonds.)	
* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.		* The name and signature inserted in lines 6 & 7 must be th	at of the Clerk or Secretary of the corporation

#### CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

**Signature of Individual	*** Contractor's Social Security Number
or Corporate Contractor (Mandatory)	(Voluntary) or Federal Identification Number
Print Name:	
Ву:	Date:
Corporate Officer	
(Mandatory, if applicable)	
Print Name:	

<sup>\*</sup> The provision in this Certification relating to child support applies only when the Contractor is an individual.

<sup>\*\*</sup> Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

<sup>\*\*\*</sup> Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

# **CITY OF NEWTON**

# SCHEDULE FOR COMPLETING SNOW PLOWING OF THE ZONES (TO BE SUBMITTED BY CONTRACTOR WITH ITS EXECUTED CONTRACT)

CONTRACTOR:	CONTRACT NO.	<u> </u>
TELEPHONE NO:	ZONE(S):	_
CATEGORY:		
NO. 1 Manufacturer:	NO.3 Manufacturer:	
Model / Type:	Model / Type:	
GVWR:	GVWR:	
No. of Wheels:	No. of Wheels:	
4 Wheel Drive? (Yes or No):	4 Wheel Drive? (Yes or No):	
Blade Size (feet):	Blade Size (feet):	
Bucket/Dump Size (cubic yards):	Bucket/Dump Size (cubic yards):	
City Plate No. (Provided by DPW):	City Plate No. (Provided by DPW):	
VIN #:	VIN #:	
Registration #:	Registration #:	
NO. 2	NO. 4	
Manufacturer:	Manufacturer:	
Model / Type:	Model / Type:	
GVWR:	GVWR:	
No. of Wheels:	No. of Wheels:	
4 Wheel Drive? (Yes or No):	4 Wheel Drive? (Yes or No):	
Blade Size (feet):	Blade Size (feet):	
Bucket/Dump Size (cubic yards):	Bucket/Dump Size (cubic yards):	
City Plate No. (Provided by DPW):	City Plate No. (Provided by DPW):	
VIN #:	VIN #:	
Registration #:	Registration #:	